

European Network of Behaviour Analysts

Terms and conditions to join ENBA with Gerard Enrico Segura Machado

ART. 1 PURPOSE OF THE AGREEMENT

Gerard Enrico Segura Machado (resident in Winkelriedstrasse 10, Schaffhausen, Switzerland, e-mail gerard@datadrivenaba.com, mobile: +41 76 421 00 88) is owner of the website www.datadrivenaba.com and cofounder and member of the working group named "Data Driven ABA".

Data Driven ABA group (**DDA group**) is made by:

- Gerard Enrico Segura Machado, Graphic/Web Designer;
- Michael Nicolosi, Director of ABA Services, MSc., psychologist (CH), Behaviour Analyst BCBA & IBA (USA);
- Nicola Cefalo, MSc., psychologist (CH), Behaviour Analyst BCBA & IBA (USA);
- Satia Riva, MSc in Psychology (IT), Behaviour Analyst IBA (USA);

and all the professionals listed on the website www.datadrivenaba.com.

From now on Gerard Enrico Segura Machado will be defined as "**Data Driven ABA**".

The website www.datadrivenaba.com hosts the European Network of Behaviour Analysts (ENBA), a webpage which aim is:

1. Spreading ABA (Applied Behaviour Analysis), and so giving a chance to many other people to become aware of and have access to evidence-based behavioural services;
2. Fighting prejudices surrounding ABA;
3. Connecting professionals of ABA.

The ENBA webpage is available at www.behaviouranalysts.eu.

The ENBA page will display the names, descriptions, and logos of institutions, associations, companies, or working groups related to ABA that have freely chosen to join ENBA.

This information will also be shown on other pages related to ENBA, including but not limited to: the Annual Conference

ENBA Days page, webinars hosted by ENBA, and webinars held under the patronage of ENBA.

Individual professionals can also join ENBA, but their name will not be shown on the website. The above mentioned bodies and singles professionals will be here named "**Body**". The person who will fill in the registration form on the ENBA webpage is the legal deputy of the Body and will be here named "**User**".

ART. 2 NATURE OF THE SERVICE AND RESPONSIBILITIES

Data Driven ABA, the Body and the User, as well as all other ENBA members, **do not have responsibilities of any kind**. They are just invited to share on their social media pages, social media posts (texts, pictures, videos) published by other ENBA members.

When a social media post is published by an ENBA member, the member can send the link of the post to enba@behaviouranalysts.eu.

DDA group will evaluate if the post is suitable for sharing with all other ENBA members. In this case, the post is declared "acceptable".

In order to be acceptable, posts have to be related to:

1. General information on ABA and related false myths or misconceptions;
2. Scientific studies on ABA;
3. Congresses which have ABA as main topic;
4. ABAI approved Verified Course Sequences to become Behaviour Analysts and other courses which have ABA as the main topic;
5. Certification programs in the ABA field.

DDA group is entitled to evaluate if the post is acceptable also according to other features as, but not limited to:

1. The post must be respectful of diversity and never be offensive;
2. The post is scientifically sound;

3. The post is true, at the best knowledge of DDA group;
4. The post do not favour misconceptions about ABA;
5. The post do not reveal personal identifiable information or sensitive data about a third person (e.g., client of an ABA service);
6. The post is expressed with a language to be understood by people who are new to ABA.

The DDA group's decision on the acceptability of a post is final.

If DDA group evaluate the post as acceptable, the link of the post will be sent to all the other ENBA members, which can share it on their social media channels or not, at their own discretions.

The User will receive, in turn, links to posts that have been written by other ENBA members. The User can share them on the social media channel of the Body that he/she represents, or not, at his/her own discretion.

DDA group is not responsible for the choice of other ENBA member to not share a post.

DDA group, which will maintain ENBA webpage and activities on a voluntary basis, does not guarantee answer to all the requests of sharing of posts. Voluntary activity will rely on personal availability of DDA group members to contribute for free to the purposes ENBA was created for.

Neither the DDA group nor ENBA can be held responsible for the content of any post by any member of the network. Each member is held responsible for the content of their own material.

ART. 3 ACCEPTANCE PROCESS AND WITHDRAWAL

To make a Body join ENBA, the User have to fill in the registration form available at the ENBA webpage. Submitting the registration form is equivalent to signing the present contract.

To withdraw participation from ENBA, the User have to send an e-mail to enba@behaviouranalysts.eu, stating their wish to withdraw.

ART. 4 DURATION AND CLOSURE

This contract is open ended.

Both Data Driven ABA and the User may end this contract at any time at for whatever reason.

In case of closure, the Body's information will be removed by ENBA webpage within 30 days.

ART. 5 COSTS

The service is completely free. It is based on volunteering by Data Driven ABA and DDA group members.

ART. 6 PROVISION OF THE SERVICE

The volunteering related to the present contract will be carried out remotely, via computer and internet.

Data Driven ABA and DDA group do not guarantee service and shall not be held responsible for any discontinuation.

ART. 7 CONFIDENTIALITY AND DATA PROTECTION

1. By signing the present contract the User authorises Data Driven ABA to process (i.e., to store, edit, use and communicate) personal data (personally identifiable information) concerning the User him/herself and the Body that he/she represents.

The User shall be responsible for collecting proper informed consent from any person whose personal data the User will communicate to Data Driven ABA both for the registration process for the present service and for the sharing of the social media posts.

Furthermore, the ENBA webpage will show name, description and logo of the Body that the User registered through the registration form at the ENBA webpage itself.

This information will also be shown on other pages related to ENBA, including but not limited to: the Annual Conference ENBA Days page, webinars hosted by ENBA, and webinars held under the patronage of ENBA.

2. The nature of the processed personal data could be related to personally identifiable information (e.g., name and address) and Body's related information (e.i., address of headquarter, e-mail, etc.).

3. Stored and communicated personal data will be in the form of written texts, documents (digital and hard version), images (digital and hard version), etc..
4. Data shall be processed in order to:
 - a. provide the requested service;
 - b. improve the requested service;
 - c. fulfil law and taxes related duties.
5. Security measures for personal data processing will be commensurate to risk level according to law (e.g., encryption, storage of data on a password and firewall protected personal computer, lock room and lock devices to prevent unauthorised accesses, log processing, etc.)
6. The User, who declares to be informed about the general security level of the followings, authorises the communication of data through remote communication systems (in any case protected by one or more passwords) such as:
 - a. e-mail services entrusted to different service providers;
 - b. instant messaging and videoconferencing software for smartphones, tablets or computers;
 - c. clouding services;
 - d. telephone.
7. In any moment the User can:
 - a. request confirmation of the existence of the personal data that he/she provided in Data Driven ABA's archive;
 - b. obtain information about the purposes of processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated and the period of storage;
 - c. obtain the rectification and complete cancellation of personal data from Data Driven ABA's archive;
 - d. obtain the restriction of processing;
 - e. obtain the portability of the data, i.e. receive them in a structured, commonly used and machine-readable format, and transmit them to another data controller;
 - f. object to the processing of data at any time, including the case of processing for direct marketing purposes;
 - g. request access to and rectification or erasure of personal data or restriction of processing;
 - h. withdraw consent for data processing at any time;
 - i. lodge a complaint with a supervisory authority.
8. Communication and discussion of personal data will be done by Data Driven ABA only with authorised persons and bodies, which include:
 - a. The User and the Body;
 - b. Third parties such as Data Driven ABA's lawyers, courts or accountants;
 - c. Public and/or private bodies that might play a role in the service provision;
 - d. The professionals listed on the website www.datadrivenaba.com, which constitute DDA group, in any case bound by confidentiality;
 - e. Law enforcement officials.

Communication of personal data will be done to the above-mentioned authorised persons and bodies for purposes listed at point 5). Data communicated shall be restricted and commensurate to the needs. Any authorised person or Body shall be held responsible for data protection after communication has been made.

The communication tools shall be used to exchange information and data between authorised persons and bodies (listed at point 9) according to the purposes listed at point 5). Communicated personal data will have the forms listed at point 3).

9. The User is informed that some of the professionals listed on the www.datadrivenaba.com website are residents of Italy. The User is informed that it may be necessary to transfer partially or fully, by paper or digital means and in accordance with EU Regulation 2016/679 ("GDPR 2016/679") personal data to the foreign professional. The User therefore hereby gives consent to the possible transfer of personal data abroad for the purposes listed at point 5).
10. The User is informed that Data Driven ABA does not use profiling systems (automated form of processing to collect personal data and evaluate clients).
11. The User authorises Data Driven ABA to destroy all personal data entrusted to him after the expiry of 10 years from the termination of this contract, without prior notification.
12. For any question or request related to data processing, the client can make contact via e-mail with Data Driven ABA.

ART. 8 MISCELLANEOUS

1. Technical steps involved to consider the present contract as signed

The present contract will be considered read, accepted and signed after the User has:

- a. filled in the registration form on the ENBA webpage with all the information required for his/her case;
- b. checked all the checkboxes related to the acceptance of the present contract;
- c. submitted the registration form with one click on the button "I ACCEPT".

After submitting the registration form, the User will receive an e-mail with all the personal information provided. Should any of the information reported in the confirmation e-mail be wrong, the User must immediately inform Data Driven ABA sending an e-mail to enba@behaviouranalysts.eu.

2. Applicable law and competent court

This contract shall be exclusively governed and construed by the laws of Switzerland. All disputes arising out of or in connection with this contract, including disputes on its conclusion, binding effect, amendments, termination, and confidentiality of data shall be exclusively decided by the competent Swiss courts in the canton Schaffhausen (Switzerland).

The parties do expressly agree that the place of performance of the characteristic service is Schaffhausen, Data Driven ABA's place of business.

3. Changes of contract

Any changes to this contract must be in writing and will be published on the ENBA webpage. Users will be informed by e-mail 8 weeks in advance. The User has the right to raise an objection to the changes by e-mail and cancel the contract.

4. Duration

The contract can be terminated by either party at any time. The will to terminate the contract must be communicated via e-mail at enba@behaviouranalysts.eu.

5. Receiving fraudulent files

If the User receives any file from Data Driven ABA, whether through e-mail or any other channel, the User agrees to check and scan this file for any virus or malicious software prior to opening or using this file.

6. Compliance with laws and law enforcement

Data Driven ABA cooperates with government and law enforcement officials to enforce and comply with the law.

Data Driven ABA may disclose information necessary or appropriate to protect the safety of the public or any person, to respond to claims and legal processes (including but not limited to subpoenas), and to prevent or stop any activity that may be illegal or dangerous.

The User should also be aware that Data Driven ABA may be obliged to disclose information to allow law enforcement or to other authorities to conform to their professional and legal responsibilities.

7. Responsibility in case of use of insecure means of communication

The User accepts any risk that e-mails, instant messaging or videoconferencing software for smartphones, tablets or computers and clouding services may not be a fully secure and confidential means of communication.

Data Driven ABA will not be liable for any loss or damage suffered as a result of communicating with the User in this manner.

8. Violations of Terms and Conditions

The User will indemnify Data Driven ABA, defend him, and hold him harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following:

- a. a User's violation of any of the provisions of this contract;
- b. a User's violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.

This clause shall survive expiration or termination of this contract.

9. Responsibility of the User

- a. I hereby confirm that I have the legal right to represent the institution, association, company or working group in favour of which I'm submitting the present registration form.
- b. I hereby confirm that I am legally able to consent myself and the Body by me represented to join ENBA. Furthermore, I hereby confirm that I am legally able to enter into a contract.

- c. I hereby confirm that all the information that I have provided, and the information that I will provide in the future, is accurate, true, current and complete. Furthermore, I agree that during the term of this contract I will make sure to maintain and update this information so that it will continue to be accurate, current and complete.
- d. I hereby assure, once I have read, accepted and signed the present contract by clicking on the button "I ACCEPT" of the ENBA webpage, that I will print and keep the present contract in my records.

10. Others

In the event that one or more provisions of these contract are or become in whole or in part invalid, this does not affect the validity of the remaining provisions of this contract.

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